

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT
DEPARTMENT OF ENVIRONMENTAL
QUALITY AND PUBLIC WORKS
DIVISION OF WATER QUALITY

MEMORANDUM OF
UNDERSTANDING

Project Name: EA3 Pump Station & Force Main
Address: 2099/2815 Newtown Pike Lexington, KY 40511
DB: 0913 Page: 031 Cabinet Slide: J-578 (Gas Easement)
PVA Parcel ID: 04012800 Lot:
Subdivision:

Property Owner:

This Memorandum of Understanding contains all of the representations, terms and conditions that will be included in a formal agreement between the Property Owner and the Lexington Fayette Urban County Government ("LFUCG") and upon which the Property Owner and the LFUCG will rely in completing the proposed transaction. **THE LFUCG IS NOT BOUND BY THIS MEMORANDUM OF UNDERSTANDING UNLESS AND UNTIL IT IS APPROVED BY THE URBAN COUNTY COUNCIL.**

The total consideration to be paid for the property encumbered with the easement is \$ 18,754.25. This consideration includes a cost-to-cure payment to replace the following items:

The total consideration includes payment for any and all reacquisition or reversion rights of the property owners, their heirs or assigns, which may arise pursuant to KRS 416.670.

As shown by the official plans, the deed/easement will convey approximately N/A (acres - sq. ft.) of land; 0.935 acres = 40,738.84 sq ft (acres - sq. ft.) of permanent easement(s); 1,574 acres - 68,556.20 sq ft (acres - sq. ft.) of construction easement(s); N/A (acres - sq. ft.) of temporary easements(s); and N/A (acres - sq. ft.) excess property (uneconomic remnant).

In addition to the points set out above, the following conditions and terms will be included in this transaction:

SEE "ATTACHMENT A"

Any property that is disturbed will be restored to an equal to or better condition than when the construction began.

You must be the Owner of the property at the time the deed/easement is signed in order to grant the interest required by LFUCG and to receive the compensation indicated in this MOU.

We, owners of the property identified above, request the checks for payment be made as follows:

PLEASE PRINT THE FOLLOWING INFORMATION:

Name: UK College of Ag, Food & Environment Name: _____
Address: S-101 Ag Science Ctr N Address: _____
Lexington Ky 40546-0091
Social Security No.: EW 61-6001218 Social Security No.: _____
Amount of Check: \$ 18,754.25 Amount of Check: \$ _____
Phone Number 859-257-5934 Phone Number _____

The above, together with the sanitary sewer plans, represent all the terms and conditions of the proposed agreement. These terms and conditions were reached without coercion, threats or other promises by either the Property Owner or the Negotiator(s) representing the LFUCG. The LFUCG Negotiator(s) certifies that they have no direct, indirect, present or contemplated interest in the property and in no way benefit from this acquisition.

This Memorandum of Understanding was prepared and signed this _____ day of _____, 20__.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

By: _____

Title: Agent for LFUCG Consultant
John S. Wells, PLS
EXAMINED FOR FORM AND LEGALITY
OFFICE OF LEGAL COUNSEL
UNIVERSITY OF KENTUCKY

BY: _____
ATTORNEY AT LAW

PROPERTY OWNERS' SIGNATURES

By: _____
Eric N. Monday
Executive Vice President
Finance and Administration

Reviewed By: GEORGE WARD
UK Real Estate Services

Digitally signed by GEORGE WARD
DN: cn=GEORGE WARD, o=UK,
email=george.ward@uky.edu, c=US
Date: 2017.08.08 08:13:51 -0500

Attachment A
Terms and Conditions
University of Kentucky Research Foundation
2099/2815 Newtown Pike
Lexington, KY 40511

1. Construction entrances shall be constructed per LFUCG specifications on each side of the main gate to the University of Kentucky Research Farm (UK) and that the locations be approved by UK prior to installation. Contractor shall access UK via the main farm entrance road and use one of the two construction entrances. Openings in the fence shall be a minimum of 20 feet. Contractor shall not use the main farm entrance gate for any access including deliveries of materials or equipment.
2. Contractor shall fence the temporary construction easement with orange safety fence. All construction activity, including deliveries of materials or equipment, shall take place only within the designated temporary construction easement.
3. There will be no blasting on UK property.
4. No construction activity, including temporary fencing, installation of erosion and sediment controls, or other shall occur before November 1, 2017 between stations 27+00 and 44+00.
5. Non-paved site restoration shall be a mixture of KY 31 Fescue and Rye grass and mulched with straw.
6. Fences removed or damaged shall be replaced with four-plank, rough-cut, white oak or treated poplar. Posts shall be treated southern yellow pine.

In addition to the above Terms and Conditions, the following will be included as Special Project Requirements in the Contract Documents.

1. Coordination of all construction activity on UK shall be with William Sympson.
2. Contractor is advised of buried cables within the area 250 feet north to 100 feet south of the main entrance.
3. At no time shall the main entrance to UK be blocked.
4. Contractor is advised of the sensitivity of ongoing research between stations 27+00 and 36+00. Encroachment of this area outside the temporary construction easement will compromise the research effort and make the contractor subject to liquidated damages.
5. The construction entrances shall be secured (locked) at the end of each day.